AD-TECHNO MACHINERIES

M-II/37, ADDITIONAL M.I.D.C. AREA, MORSHI ROAD, NANDGAON PETH, AMRAVATI – 444609 CONTACT NO. 9168518925, 7768032847



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN Department of Mechanical Engineering P.R.Pote Patil College of Engineering & Mgmt, Amravati

NAME OF INSTITUTION

&

AD-TECHNO MACHINERIES

NAME OF INDUSTRY

FOR
SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT GUIDEANCE, R&D SERVICES AND RELATED
SERVICES



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 12th January Two Thousand and twenty one (12/01/2021), by and between

NAME AND ADDRESS OF INSTITUTION (P.R.Pote Patil College of Engineering & Mgmt, Amravati, THE FIRST PARTY represented herein by its Dr.P.R.Wadnerkar HoD Mechanical Engineering, (Name of Competent Authority / Representative) (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

AND

AD-Techno Machineries, M-II/37, Additional MIDC, Morshi Road, Nandgaon Peth, Amravati: - 444901 (Name and Address of Industry, the SECOND Party,) and represented hereinby Mr. Nilesh Vidhate, Director (Name of Competent Authority / Representative, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – inoffice, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

A) First Party is a Higher Educational Institution named:

(NAME OF INSTITUTION) - P.R.Pote Patil College of Engineering & Mgmt, Amravati).

- B) First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

(Name of industry) AD-Techno Machineries – the Second Party is Ad-Techno Machineries has specialized Manufacturer of Customized Machinery (Papad Machine, Noodles M/c, Sewai Machine, Grinders etc).

Background of Company

AD-Techno Machineries is a renowned Manufacturer papad making and sewai making machines. It is well-known in India for its quality products and has set the benchmark for design excellence and quality of Papad and sewai

machines in India. Moreover, it offers products as per the samples or specifications provided by clients.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO- OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MOU

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.

Research and Development: Both Parties have agreed to carry out the

joint research activities in the fields of Design & Simulation for Undergraduate Students for Projects & Seminars.

Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

There is no financial commitment on the part of the AD-Techno Machineries and the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry (Ad-Techno Machineries), the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or (AD-Techno Machineries) Name of Industry, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other

Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Amravati.

AGREED:

For Name of Institution

Authorized Signatory
Dr.Parag.R.Wadnerkar

HoD, Mechaical Engg.

Name of Institution (P.R.Pote Patil

College of Engineering & Mgmt)
Address: P.R.Pote Patil College of
Engineering & Mgmt, Amravati,
Pote Estate,Pote Patil road
(Kathora),Amravati

Contact Details: 9422193566

E-mails:ahpparag@gmail.com

Web: www.prpcem.org

(13/2/0

(R.S.Pokale)

for Name of Industry

Authorized Signatory

Mr.Nilesh Vidhate

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Name of Industry (Ad-Techno Machineries)

Address:

AD-Techno Machineries

M-II/37, Morshi Road, Nandgaon Peth Additional MIDC, Amravati: - 444901

Contact Details: 8530518925

E-mail:

Witness 2:

V.S. Vidhale